

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN**

MICHAEL BERTHER,

Plaintiff,

v.

Case No. 06-C-293

TSYS TOTAL DEBT MANAGEMENT, INC.,

Defendant.

FINAL ORDER APPROVING CLASS ACTION SETTLEMENT

IT IS HEREBY ORDERED:

1. On June 19, 2007, the Court approved the Preliminary Settlement Agreement reached between Plaintiff and Defendant, TSYS Total Debt Management, Inc. ("Defendant"). On July 18, 2007, the Court approved a form of notice for mailing to the class. The Court is informed that actual notice was sent by first class mail to approximately 6,588 class members. A total of 859 envelopes were returned by the United States Postal Service, 91 of which were returned with forwarding addresses and re-mailed. 12 class members requested exclusion and no objections were filed or received. A total of 454 class members timely returned a valid proof of claim form and each is, therefore, entitled to receive \$10.00 as his or her individual share of the monetary benefits of the settlement. As of October 18, 2007, 7 late claim forms were returned by class members. These late claim forms returned before October 18, 2007, will be accepted as valid. Thus, a total of 461 class members returned valid proof of claim forms entitling them to receive \$10.00 as his or her individual share of the monetary benefits of the settlement.

2. On October 18, 2007, the Court held a fairness hearing to which class members, including any with objections, were invited.

3. The Court finds that provisions for notice to the class satisfy the requirements of Federal Rules of Civil Procedure 23 and due process.

4. The Court finds the settlement is fair and reasonable and hereby approves the Class Settlement Agreement submitted by the parties, including the Release and payment of the settlement funds. This settlement will be paid as follows:

- i. Plaintiff Michael Berther will receive \$1000 in settlement of his individual claim. In accord with the Settlement Agreement, this payment shall be made within thirty-five (35) days from the date of the entry of this order.
- ii. Class members who have timely returned a valid proof of claim form post marked by September 21, 2007, who did not exclude themselves shall be paid \$10.00 each by check, void one hundred and twenty (120) days after issuance. In accord with the Settlement Agreement, these checks shall be issued and mailed within thirty-five (35) days from the date of the entry of this order.
- iii. Plaintiff's counsel petitioned the court for attorney's fees and costs and expenses of this lawsuit in an amount not to exceed \$12,500. Plaintiff's counsel will not request additional fees or costs from defendant or the class members other than the court awarded fees and costs. In accord with the Settlement Agreement, this payment shall be made within thirty-five (35) days from the date of the entry of this order.
- iv. The funds represented by any uncashed checks or checks returned by the Postal Service shall be retained by Defendant.

5. Plaintiff and the members of the class grant defendant the following releases:

- (a) Plaintiff hereby remises, releases and forever discharges TSYs Total Debt Management, Inc., as well as its predecessors and successors in interests and present and former affiliates, subsidiaries, insurers, officers, directors, agents, employees, members, shareholders, general partners, limited partners, beneficiaries, representatives, heirs, attorneys, assigns, or entities for which the defendant performs portfolio servicing activities (including without limitation, any investors, trusts or similar entities) (collectively "Releasees") from any cause of action, suits, claims or demands whatsoever, in law or in equity, known or unknown at this time, which plaintiff and the settlement class have or ever had against the Releasees, or any of

them, under any legal theory, whether or not alleged arising out of the allegations in or subject matter of the Complaint.

- (b) Each class member not opting out releases and discharges the Releasees of and from all causes of action, suits, claims and demands, relating to the collection letter attached as Exhibit A to the Complaint.

6. The Court finds the Settlement Agreement fair and made in good faith.

7. The Court dismisses the claims of Plaintiff and the Settlement Class as set forth in the Class Settlement Agreement against Defendant and the Releasees with prejudice and with costs pursuant to this Order, as stated in paragraph 8 below.

8. The Court awards attorneys' fees and costs of \$12,500 to Ademi & O'Reilly, LLP. Class counsel is not entitled to payment of any additional fees and costs other than these Court awarded fees and costs.

9. The clerk shall enter judgment accordingly.

Dated at Milwaukee, Wisconsin this 22nd day of October, 2007.

s/AARON E. GOODSTEIN
U.S. Magistrate Judge.